



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Pacific Propeller, Inc.

File: B-229868

Date: December 30, 1987

DIGEST

A protester's lack of knowledge concerning filing deadlines is not a basis for waiving timeliness requirements, since prospective contractors are on constructive notice of the General Accounting Office Bid Protest Regulations.

DECISION

Pacific Propeller, Inc. (PPI), protests the award under U.S. Coast Guard solicitation No. DTCG38-87-B-00015 for aircraft propeller overhaul services.

PPI originally filed its protest over the evaluation of its bid with the contracting agency by mailgram dated September 9, 1987. PPI was informed by a letter dated October 7, 1987, that its protest to the agency had been denied. By letter to the contracting officer dated November 10, 1987, PPI requested that the denial of its protest be reconsidered. On November 16, the contracting officer affirmed his decision and advised the protester that it could appeal the decision to the Board of Contract Appeals within 90 days of the date of receipt. On December 22, 1987, PPI filed its protest with this Office.

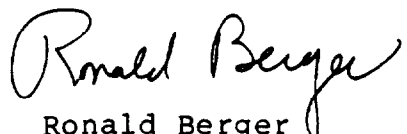
Our Bid Protest Regulations provide that when a protest is filed untimely with the contracting agency, a protest to us must be filed within 10 days of the protester's receipt of formal notification of, or actual or constructive knowledge of, initial adverse agency action. 4 C.F.R. § 21.2(a)(3) (1987). The initial adverse agency action occurred when the September 9 protest was denied on October 7, 1987. PPI nonetheless argues that because the contracting officer erroneously stated that PPI had 90 days in which to protest to the Board of Contract Appeals, its delay in filing its protest with our Office should be excused.

Our decisions hold that the fact that a protester may be misled by the agency does not alter the untimeliness of its protest. Data Processing Services, B-225443.2, Dec. 18, 1986, 86-2 C.P.D. ¶ 683. A protester's lack of actual

040957

knowledge of our Bid Protest Regulations is not a defense to dismissal of its protest as untimely because prospective contractors are on constructive notice of our regulations, since they are published in the Federal Register and Code of Federal Regulations. Id. A protester may not rely on the erroneous statement of a contracting officer; rather, the protester is charged with constructive knowledge of the correct procedures. Moreover, the timeliness requirements of our Bid Protest Regulations may not be waived by actions taken by the contracting agency. Id.

The protest is dismissed.

A handwritten signature in cursive script, reading "Ronald Berger".

Ronald Berger
Deputy Associate
General Counsel